

Clause 29 DESCRIPTION:

The Vessel to be built at Shikoku Dockyard Co., Ltd., Takamatsu, Japan (hereinafter called "Builder") and shall be documented under the flag of the Republic of Panama, Builder's Hull No. 1053.

The vessel is applied and certified as Ice class with notation of NK-IB.

Other items are to be agreed later.

Clause 30 ITF:

The Owners warrant that the Vessel's Officer and Crew on board are employed under the terms and conditions approved by ITF during the period of this Charter Party.

Nationalities of the Crew to be at the Owners' discretion. Senior officers to be well experienced in the carriage of reefer cargoes and to have a good command of written and spoken English language.

Clause 31 EXTRA WORK:

The Vessel to work night and day and/or weekends/holidays if required by the Charterers. Furthermore it is mutually agreed that the expression 'customary assistance' (Line 76) implies that the Master and Crew shall without extra compensation render every service using all strength and ability for the advantage of the Charterers as if same were for the Owners, provided, always, that same is permitted by local labour/harbour regulations.

Such as:

1. Raising and lowering cranes for loading and/or discharging.
2. Opening/closing of all hatches in preparation for loading/discharging allowed by shore regulations.
3. Maintaining power while loading and/or discharging and care of cranes.
4. Docking and undocking.
5. Bunkering.
6. Supervision of loading and/or discharging.
7. Watchmen in holds or weather deck during loading and/or discharging.

The special jobs such as lashing/unlashing, hold cleaning, tween deck hatch opening/closing etc. are to be done by the Crew if so required by the Charterers and if permitted by local regulations and to the extent of the Vessel's availability about number of the Crew. The Owners shall not be in any event responsible for their deficiency and cargo damages and/or claims caused thereby.

Unless the Master otherwise agrees direct with sub-charterers, Owners shall not be entitled to any payment for extra work relating to extra hold cleaning, container lashing, loading, unloading etc. Any such payment shall be as agreed directly between Charterers and the Master from time to time at reasonable level, which are not less favourable to crew.

When the Charterers are unable to hire their shore winchman, the Owners agree to use the Crew for



driving cranes in extent of the Vessel's availability to provide a number of the Crew and their working hours, if permitted by local regulations, and the Charterers shall pay the Master reasonable extra allowance, which to be agreed directly between the Master and Charterers and/or sub-charterers and/or their representatives. In such case the Owners are not responsible for the deficiency and cargo damage/claims caused thereby.

Clause 32 PARAMOUNT CLAUSE:

CONWARTIME2004, Both to Blame Collision Clause, and New Jason Clause, as attached, are to form a part of this Charter Party. Clause Paramount as attached, U.S. Clause Paramount and Canadian Clause Paramount, wherever applicable, shall be deemed to form a part of this Charter Party and to be included in all bills of lading hereunder.

Clause 33 DANGEROUS CARGO:

The Charterers have the liability to load in the Vessel handy lawful general cargo, and dangerous goods up to max. 600MT per single voyage provided carried in accordance with regulations/requirements/recommendations of IMO/IMDG Code and class but not of a nature likely to be injurious to the Vessel's fruit decks, bins, gratings, insulations etc. either by its smell or otherwise, the Charterers have the liberty to load unpacked cars in live condition, as customary as for reefer ships with petroleum/gasoline in tanks and with batteries connected. Further the Charterers have the liberty to carry car spare and other cargoes.

Clause 34 HOLD PAINTING:

Painting of the Vessel's cargo holds during the currency of this Charter to be done only after consultation and with the Charterers' express permission.

Clause 35 CARGO GEAR AND EQUIPMENT:

The Vessel's cargo gear and all other equipment shall comply with the regulations and/or requirements in effect at port or ports of call and canals and countries in which the Vessel will be employed. The Owners also guarantee that the Vessel shall be at all times in possession of valid and up-to-date certificate on board to comply with such regulations and/or requirements.

A particular reference is made to the U.S. Department of Labour Safety and Health Regulations set forth in part III code of the Federal Regulations, and also all Australian Navigation (Loading and Unloading Safety Measures) Regulations, 1961 or any amendments thereto and related Requirements and Recommendations.

If stevedores, longshoremen or other labours are not permitted to work by reason of any failure of the Master, the Owners and/or their agents to comply with such regulations or by reason that the Vessel is not in possession of such valid and up-to-date certificates, then the Owners shall make immediate corrective measures. The Charterers may suspend hire for time lost thereby and any extra expenses

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including stevedore stand by time shall be for the Owners' account.

This clause is correspondingly applicable should the Vessel call at an Australian or New Zealand port in case the construction of the Vessel with her cargo gear or other equipment is not complying with the requirements and/or recommendations of shore labours and Pilots and the appropriate regulations of these countries.

Clause 36 PANAMA/SUEZ CANAL TRANSIT:

The Owners guarantee that the Vessel shall be fully fitted for Panama/Suez Canal transit and in possession of valid necessary certificates during the currency of this Charter which shall comply with regulations and requirements of both Canals.

Clause 37 DERATTING CERTIFICATE:

The Owners to supply valid deratisation certificate on delivery of the Vessel. Such certificate to be maintained valid for the duration of the Charter Party. Fumigation unless relating or caused by cargo and renewal of certificates on the Vessel only if necessary to be performed in the Owners' time and all subsequent expenses shall be borne by the Owners.

Clause 38 DEDUCTIONS:

If, during the currency of this Charter Party, any expenditure, advance to the Master including commission thereon and any previous overpayments of hire are properly incurred by the Charterers on behalf of the Owners and/or credited to the Charterers, the Charterers shall have the right to recoup themselves in respect of such expenditure, advance and overpayment by way of deduction from hire which may become due and payable under this Charter Party and in case of expenditure and advance incurred other than U.S. Dollar conversion into U.S. Dollar will be effected for the purpose of the deduction at the rate of exchange ruling on the day when advances were made. Estimated the Owners' disbursements shall be deducted from the last hire payment or payments.

The Charterers shall be entitled to deduct from payments estimated cost of bunkers on redelivery.

Clause 39 CARGO ON DECK :

The Charterers have the liberty of loading cargo on deck/hatch covers at their own risk and expense, subject to the Master's discretion having regard to seaworthiness, trim, stability, strength of deck and hatch covers. The containers (stuffed or empty) shall not be construed as "on deck/hatch cargo" herein even in case of being loaded on such deck/hatch.

Clause 40 B/L SIGNATURE:

It is understood that the Charterers or their agents are authorized to sign Bills of Lading on behalf of the Master in conformity with mate's or tally clerk's receipts. The Charterers shall indemnify the Vessel and Owners against all consequences arising from the Charterers and/or their agents signing





Bill of Lading not in conformity with remarks in mate's or tally clerk's receipts.

All Bill of Lading shall be without prejudice to this Charter and the Charterers shall indemnify the Owners against all consequences or liabilities which may arise from any inconsistency between this Charter and any Bill of Lading signed by the Charterers or their agent.

Clause 41 CHARTERERS' COLOURS:

The Vessel will fly the Charterers' flag and funnel to be painted in the Charterers' colours. The Vessel shall be repainted in the Owners' colours before termination of the Charter. Cost and time of painting and repainting those changes effected by the Charterers shall be for the Charterers' account.

Clause 42 STEVEDORE DAMAGE:

In the event of any damage caused to the Vessel and/or her equipment and/or her fittings during loading, bunkering and/or discharging operations (including cleaning and other preparations of the Vessel for her next cargo), the Master to make proper claims in writing (stating nature and extent of damage as well as time, place and way of its occurrence) against the firm and/or person having caused the damage and is to do his utmost to obtain the written admission of liability of the firm and/or person having caused the damage, one copy of which to be sent to the Charterers and their agent in the respective port.

Otherwise the Charterers cannot be held responsible for any damage so occurred and furthermore.

Fully documented and substantiated stevedore damage claims must be received by charterers within 20 days after completion of the voyage during which any damages are caused by stevedore, otherwise charterers shall be under no obligation to compensate owners for same.

The Charterers shall have the liberty to redeliver the Vessel without repairing the damages for which the Charterers are responsible, as long as the same does not affect the Vessel's seaworthiness, but the Charterers undertake to reimburse costs of repair against the production of repair bills by the repairers or dockyard, unless otherwise agreed.

Additional time for repairing works, if any, to be mutually negotiated.

Clause 43 SUPERCARGO:

In case the Charterers appoint a supercargo in accordance with Clause 10 of this Charter Party, this supercargo is to be the Charterers' representative on board and the Master is to follow his instruction as regards commercial operations.

Clause 44 DEVIATION/PUT BACK:

Should the Vessel put back whilst on voyage by reason of break down of machinery, collision, stranding, fire, or other accident or damage to the Vessel, or drydocking or periodical survey, or deviate from the course of the voyage caused by sickness or accident to the Master, Officers, Crew or

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any person on board the Vessel other than persons travelling by the Charterers' request, or by reason of sending stowaway or refugee, salvage, or by reason of the refusal of the Master, Officers or Crew to do their duties, or any Owners' matters, the payment of hire shall be suspended from the time of inefficiency in port or at sea until the Vessel is again efficient in the same position or regain a point of progress equivalent to that the hire ceased hereunder. Bunkers consumed while the Vessel is off-hire and all extra expenses incurred during such period shall be for the Owners' account.

Clause 45 LIGHTING APPARATUS:

The Vessel to place at the Charterers' disposal the Vessel's equipment of lighting apparatus and light clusters during the day and nights, free of expense to the Charterers.

Above mentioned apparatus and light clusters to be maintained in an efficient working order and to be sufficient for night work in all compartments simultaneously.

Clause 46 CRANE TROUBLE:

With reference to Clause Nos. 15 and 23, in the event of breakdown of a crane by reason of disablement or insufficient power the hire to be reduced pro rata for the period of such inefficiency in relation to the extent to which the workability of the Vessel's hatches is affected. The Owners are to pay in addition, the cost of labour affected by the breakdown of either idle or additionally engaged, but the Charterers has to show bona fide mitigation in reducing such cost. This does not exempt the Owners from liability for all immediate consequence and the cost of hiring shore appliances, if required by the Charterers, in accordance with Clause 23.

Clause 47 CARGO WORTHINESS:

The Vessel is suitable and fully equipped with materials on delivery for the carriage of a full palletised cargo, and boxed bananas, as well as all other cooled, chilled or deep frozen commodities such as vegetable, fruit, meat, fish and dairy products. The Vessel is to order and supply sufficient materials for safe stowage of all goods carried, provided, always, that such supply of materials shall be done on the Charterers' expense.

Clause 48 SEALING / LEGALIZATION:

The Owners shall pay for all the costs for sealing ship's stores, legalization of the Crew list and garbage dues.

Clause 49 DESERTION:

If the Vessel has to pay penalty in consequence of desertion of the Crew, same to be for account of the Owners who shall also be responsible for time lost, if any.

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